

1 Michael D. Kinkley  
2 Scott M. Kinkley  
3 *Michael D. Kinkley, P.S.*  
4 4407 N. Division, Suite 914  
5 Spokane, WA 99207  
6 (509) 484-5611  
7 [mkinkley@qwestoffice.net](mailto:mkinkley@qwestoffice.net)  
8 [skinkley@qwestoffice.net](mailto:skinkley@qwestoffice.net)

9 UNITED STATES DISTRICT COURT  
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 WILLIAM CRIST; SCOTT WENZEL; )  
12 and all others similarly situated, )

13 Plaintiff,

14 vs.

15 UNIFUND CCR Partners, a limited  
16 Liability Company; SUTTELL &  
17 ASSOCIATES P.S., a Washington  
18 Professional Service Corporation;  
19 ISAAC HAMMER and JANE DOE  
20 HAMMER, husband and wife; and  
21 TYLER J. MOORE and JANE DOE  
22 MOORE, husband and wife.

23 Defendants.

Case No.: CV-09-0249-RMP

STIPULATED AND AGREED  
MOTION TO DISMISS

I. MOTION

24 The Plaintiffs, William Crist and Scott Wenzel, by and through their  
25 attorney, Scott M. Kinkley of *Michael D. Kinkley, P.S.* request that the Court  
dismiss this matter with prejudice pursuant to FRCP 41(a)(1)(A)(ii). The parties  
have agreed that that the matter should be dismissed with prejudice, without costs

STIPULATED AND AGREED MOTION TO  
DISMISS -1-

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1 or attorney fees to either party and that the court retain jurisdiction to enforce the  
2 settlement of this matter.

3  
4 This motion is based on the agreement of the parties, Fed. R. Civ. P.  
5 41(a)(1)(A)(ii), and the files and records herein.

6 *Michael D. Kinkley P.S.*

7  
8 /s Scott M. Kinkley  
9 Scott M. Kinkley  
10 WSBA # 42434  
Attorney for Plaintiffs

## 11 II. STIPULATION

12 The parties entered into a written settlement agreement on or about  
13 September 1, 2010, subsequently signed by all parties. The parties hereby  
14 stipulate, pursuant to FRCP 41(a)(1)(A)(ii), and the Settlement Agreement, to a  
15 dismissal with prejudice of this matter. Pursuant to the settlement agreement, the  
16 parties agree that that the matter should be dismissed with prejudice, without costs  
17 or attorney fees to either party and that the court retain jurisdiction to enforce the  
18 settlement of this matter.  
19

20 DATED this 21<sup>st</sup> day of September, 2010.

21  
22 *Michael D. Kinkley P.S.*

*Michael D. Kinkley P.S.*

23  
24 /s Michael D. Kinkley  
25 Michael D. Kinkley  
WSBA # 11624  
Attorney for Plaintiff

/s Scott M. Kinkley  
Scott M. Kinkley  
WSBA # 42434  
Attorney for Plaintiff

*Crumb & Munding, P.S.*

/s John D. Munding  
John D. Munding  
WSBA # 21734  
Attorney for Defendant  
Unifund

*Winston & Cashatt, P.S.*

/s Carl Hueber  
Carl Hueber  
WSBA # 12453  
Attorney for Defendants  
Suttell & Associates,  
P.S., Isaac & Jane Doe  
Hammer; and Tyler &  
Jane Doe Moore

*Disnmore & Shohl, LLP*

/s Alan Abes  
Alan Abes  
Admitted *Pro Hac Vice*  
Attorney for Defendant  
Unifund

CM/ECF CERTIFICATE OF SERVICE

I hereby certify that on the 21<sup>st</sup> day of September, 2010, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

Michael D. Kinkley      [mkinkley@qwestoffice.net](mailto:mkinkley@qwestoffice.net), [pleadings@qwestoffice.net](mailto:pleadings@qwestoffice.net);  
Scott M. Kinkley      [skinkley@qwestoffice.net](mailto:skinkley@qwestoffice.net);  
Alan H. Abes      [alan.abes@dinslaw.com](mailto:alan.abes@dinslaw.com);  
John D. Munding      [munding@crumb-munding.com](mailto:munding@crumb-munding.com);  
Carl E. Hueber      [ceh@winstoncashatt.com](mailto:ceh@winstoncashatt.com).

*Michael D. Kinkley P.S.*

s/Scott M. Kinkley

Scott M. Kinkley  
WSBA # 42434  
Attorney for Plaintiff  
4407 N. Division, Suite 914  
Spokane, WA 99207  
(509) 484-5611  
Fax: (509) 484-5972  
[skinkley@qwestoffice.net](mailto:skinkley@qwestoffice.net)